

Deed of Gift

Our goal is to restore Karuk People as the rightful authorities over our cultural materials and traditional knowledge. Western intellectual property legal systems have caused and continue to cause legal dispossession of cultural heritage documentation from the Karuk Tribe and Karuk People. We seek to gain legal rights to our cultural heritage materials so that we can manage these materials according to Karuk intellectual property systems and laws.

Donor Name: _____

Address: _____

Email: _____ Phone: _____

Donee: **Sípnuuk Digital Library, Archives & Museum / People's Center**
Karuk Tribe
PO Box 1016
Orleans CA 95556

Collection Description: Briefly describe the origins and history of the collection, and what is documented in it.

Approximate dates covered by the materials: _____

Quantity of materials (for hard copies, please estimate in cubic feet. For digital formats, please estimate in GigaBytes): _____

Transfer of Rights:

Intellectual Property

Please select one of the following three options for copyright assignment of the donated materials (including materials donated in the future), indicating their selection with a checkmark.

- Option 1: The Donor transfers copyright in **all** donated materials to the Donee.
- Option 2: The Donor and the Donee will hold joint copyright to all donated material.
- Option 3: The Donor grants a perpetual unlimited license for the Donee to freely use all donated materials. The Donee warrants that donor will be acknowledged in the future use of this material where appropriate.

Physical Property

The Donor transfers all tangible property rights of the donated materials (and future donated materials) to the Donee.

Restrictions on Access: The Karuk Tribe will manage donated materials according to Karuk systems and laws pertaining to knowledge and information. Content within the materials deemed sensitive or requiring limited access will be managed according to instructions below and in consultation with the Tribal Council.

The Donor can request access restrictions here, stating clearly what materials they would like to have restricted and for how long.

Disposition of Unwanted Material: The donor will select one of the following options as to how unwanted material (such as but not restricted to unrelated material or records of insufficient value) within the collection will be disposed of, indicating their selection with a checkmark.

- The Donor grants the Donee permission to dispose of any unwanted materials after 3 attempts of contacting the Donor through the details provided by this form. If the Donor details change, the Donor is responsible for notifying the Sípnuuk Digital Library, Archives & Museum in order to update this information.

- If identified as such, the Donee will return any unwanted material to the Donor. If the Donor cannot be reached after reasonable attempts have been made, the Donee will dispose of any unwanted material as it sees fit.

Deaccessioning: The Donee may transfer the contents of the collection to a more durable or compact medium for preservation or other purposes, or otherwise deaccession the original collection materials in accordance with the Donee’s policies.

Future Accessions from the Donor: This Deed of Gift applies to the current collection and any additional donations provided by the Donor to the Donee, unless otherwise specified.

Additional Information: Additional requests, instructions or amendments to this agreement can be included here or attached to this document.

Signatures:

Donor

Date

Donee

Date